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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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Section K
Representations, Certifications, and Other Statements of Offerors or
Respondents

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

- (i) Those prices,
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the

case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it /_/ is a women-owned business concern.

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are // are not // presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have // have not //, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have // have not //, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(E) Are // are not // presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has // has not // within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgement in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$10.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern. (6) ["Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision."] The offeror represents, as part of its offer, that-- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent

and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.7 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks,

locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/_ has, /_/_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /_/_ has, /_/_ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it /_/_ has developed and has on file, /_/_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it /_/_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership

in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

* (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the

Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

* (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K.11 IR1052-96-065 CERTIFICATION

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations And Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror. The offeror makes the foregoing Representations and Certifications as part of its proposal.

(Name of Offeror)

(Solicitation No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of Provision)

K.12 IR1052-96-085 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) _____

Title _____

Address _____

Telephone Number _____

[End of Provision]

**K.13 IR1052-96-110 CONTRACTOR'S REMITTANCE OR CHECK
MAILING ADDRESS**

Indicate your firm's remittance or check mailing address below. For additional information see Section I, Prompt Payment (FAR 52.232-25).

[End of Provision]

**K.14 IR1052-96-122 INCORPORATION OF REPRESENTATIONS AND
CERTIFICATIONS**

The contractor's representations and certifications dated are hereby incorporated into the contract by reference.

[End of Provision]

[End of Section]

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SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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Section L

Instructions, Conditions, and Notices to Offerors or Respondents

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)	(OCT 1995)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)	(FEB 1999)

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate

a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAR 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp on that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in

English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be

necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number or proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.4 52.215-36 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (OVERSEAS) (MAY 1997)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and-- (1) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation; (2) It was transmitted through an

electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. The term "working day" excludes weekends and U.S. Federal holidays; (3) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or (4) It is the only proposal received. (b) Any modification of a proposal or quotation, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision. (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel. (d) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. (e) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award. (f) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(End of provision)

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price, indefinite delivery (requirements) type contract resulting from this solicitation.

(End of provision)

L.6 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

L.7 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Internal Revenue Service, Office of Field Procurement Operations - SE Area, 2888 Woodcock Blvd, Ste 300, Atlanta, Ga 30341.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.8 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision-- "Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holiays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime" rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \div 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of

40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Treasury Regulation (48 CFR Chapter 10) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.10 DT1052.219-73 Department of the Treasury Mentor Protege Program (January 2000)

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protege firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

(End of provision)

L.11 IR1052-00-026 FALSE STATEMENTS IN OFFERS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 10 U.S.C. 1001.

L.12 IR1052-96-061 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least 5 days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

[End of Provision]

L.13 IR1052-96-101 PROPOSALS NOT SELECTED

Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful offerors may request a debriefing concerning the perceived strengths and weaknesses of their proposal relative to the Government's expectations.

[End of Provision]

L.14 IR1052-96-116 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the Solicitation Document in anticipation of receiving direct reimbursement from the Government.

[End of Provision]

L.15 GENERAL

a. PLEASE NOTE: Historically, it has proven very challenging to acquire and retain qualified personnel in the Memphis, TN labor market, who will work for the wages authorized for security guards via the Department of Labor Wage Determination (Section J, Exhibit 4) for Shelby

county. A contractor's ability to maintain an acceptable level of qualified staffing is imperative to the success of the contract. To that end, it must be noted the contractor must compete with Memphis' large employment base, that includes neighboring county casinos, major military installations, FedEx, and sports arenas tourist attractions for the employment of qualified armed guard/security personnel.

b. The Government will evaluate proposals in accordance with Section M of this solicitation.

L.16 PREPROPOSAL CONFERENCE

A preproposal conference, including site visit, will be held at the MIRSC, Memphis, TN on December 9, 2003 from 8:30 a.m. until approximately 12:00 p.m.

Purpose. The purpose of the conference is to provide offerors an opportunity to attend a functional and operational briefing of the activity where contractor services will be provided. Technical and Contracting personnel will facilitate a tour of the facilities and provide any clarifications to the solicitation.

Attendance. Attendance at the conference is not required, but is strongly recommended. Offerors who wish to visit the site shall submit, to the Contracting Officer, at least 5 days prior to the date set for the conference, a letter, on company letterhead, accreting to the creditability of each employee/subcontractor in attendance. The letter shall contain, at a minimum, the text contained in the "Access Request" in Section J, Attachment 5. Access requests should be mailed or faxed in advance to the attention of Charisse Jackson, Contracting Officer, Internal Revenue Service, Office of Field Procurement Operations - SE Area, 2888 Woodcock Blvd, Ste 300, Stop 80N, Atlanta, GA 30341, or faxed to 404-338-9233. Only those persons on the approved access list will be allowed entry hand carried request will not be allowed. All access request shall be mailed or faxed in advance -- **NO EXCEPTIONS**. Anyone accompanying the contractor not on the pre-approved list will not be allowed access to the facility.

Security. Security clearance is not required for attendance. No cameras or video equipment will be allowed on the property or in the facility. All visitors shall park in the visitor lot adjacent to the main access gate located South of Holmes road. All visitors shall proceed to on foot to the guardhouse to be checked for access approval all visitors shall have photo identification no one will be allowed in without photo identification. All carry in equipment shall be x-rayed. If the MIRSC is under elevated threat condition, the site visit will be canceled.

Registration. Conference registration will be from 8:30 to 9:30 a.m. at MIRSC/TCC, Module E. Enter through Gate E (first gate south of Holmes Road), then follow instruction given by the security guard.

Questions. Offerors are urged to submit any questions in writing to be received by the Contracting Officer at least 7 days prior to the preproposal conference.

Remarks. Remarks, explanations and answers provided by Government representatives before, during and after the preproposal conference, whether orally or in writing, shall not change or qualify any of the terms or conditions of the solicitation. Offerors shall submit questions in

writing via e-mail (preferred method): charisse.jackson@irs.gov, fax: 404-338-9233, or regular (snail) mail to Internal Revenue Service, Office of Field Procurement Operations - SE Area, ATTN: Charisse Jackson, 2888 Woodcock Blvd, Ste 300, Atlanta, GA 30341. Changes to the solicitation can/will be made ONLY via a formal written amendment to the solicitation issued by the IRS Contracting Officer.

L.17 PROPOSAL PREPARATION INSTRUCTIONS

L. 17.1 General Instructions

Offeror shall submit response to this Request for Proposal (RFP) no later than the time and date specified in block 9 of the SF33, to the address shown in paragraph entitled "Mailing Instructions" in this Section, in *five (5)* physically separated parts: I) Executed Request for Proposal Documents, II) Technical Proposal (4 sections), III) Price Proposal, IV) Subcontracting Plan, *and V) Small Disadvantaged Business (SDB) Participation*, as follows:

a. Part I – One each hardcopy.

b. Part II - Two copies, no more than 55 pages in length, single spaced, 12 pitch in Times, Times New Roman or Courier style, contained in electronic format (i.e. – disk (3 ½" floppy) or "Read Only" CD ROM with contents in MS Word 95, 97, 98, or more recent), and four hardcopies. *The page limitation does not include the cover letter, table of contents, dividers, or resumes. Any excess over the 55 page limitation will be removed from the proposal without being evaluated and will be returned to the Offeror. Pages contained in this Part of the proposal shall be submitted on standard 8 ½" X 11" paper, using no smaller than 12-point font (one sheet of paper printed on both sides shall count as two pages). Foldouts no larger than 11" x 17" may be used as appropriate for illustrations and charts, with a font no smaller than 10-point font. Foldouts shall be printed on one (1) side only and shall count as two (2) pages. All pages must be numbered. In order to reduce redundancy in the proposal, the Offeror may reference another section in the proposal rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained. Where use of subcontractors is proposed, the proposal shall clearly distinguish between the prime contractor's and the subcontractor's work and responsibilities.*

c. Part III - One copy, contained in electronic format (i.e. – disk (3 ½" floppy) or "Read Only" CD ROM with contents in MS Word 95, 97, 98, or more recent), and two hardcopies. *No page limitations apply. However, it is strictly limited to applicable information. Information in this part that can be construed as belonging in Part II will be so construed AND WILL BE RETURNED TO THE OFFEROR WITHOUT BEING EVALUATED.*

d. Part IV – One copy, contained in electronic format (i.e. – disk (3 ½" floppy) or "Read Only" CD ROM with contents in MS Word 95, 97, 98, or more recent), and one hardcopy. *No page limitations apply. However, it is strictly limited to applicable information. Information in this part that can be construed as belonging in Part II will be so construed AND WILL BE RETURNED TO THE OFFEROR WITHOUT BEING EVALUATED.*

e. Part V – One copy, contained in electronic format (i.e. – disk (3½” floppy) or “Read Only” CD-ROM with contents in MS Word 95, 97, 98, or more recent), and one hardcopy. The electronic document may be contained as a separate document on the electronic media with Part II. This part does not count toward the 55 page limitation.

Each disk or CD shall be individually numbered and entitled (e.g. – Part II, Technical Proposal), and include the solicitation number TIRSE-03-R-00002.

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are not solicited.

Transmittal envelopes or boxes shall include the solicitation number, TIRSE-03-R-00002, in the lower left corner.

Any proposed class of Service Contract Act employee which is not listed in the Wage Determinations shall be classified by the offeror so as to provide a reasonable relationship between such unlisted classification and the classifications listed in the Wage Determination. (Refer to Section J, Exhibit 4, Wage Determination). Documentation in support of these positions shall be included in the Technical Proposal, as appropriate.

The Government will not pay any costs incurred in the preparation and submission of proposals.

L.17.2 Specific Instructions

The offeror must submit a comprehensive proposal to provide a basis for sound evaluation by the Government. The information provided shall be concise, factual and complete.

Merely parroting or repeating the scope of work will result in the proposal receiving an unsatisfactory evaluation.

A. Part I - Executed Request for Proposal Documents

This section shall consist of an original signed copy of this RFP's Standard Form 33, signed in spaces provided by an authorized officer of the offeror's company; one filled-in Certifications and Representations which make up Section K of the RFP; one completed Item G.1.3, Project Manager, and a response to each requirement of Sections D through J, inclusive, of the RFP, indicating whether the offeror proposes to comply. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the offeror agrees to the terms of Section H of the RFP in its entirety, a single statement to that effect will suffice.

B. Part II - Technical Proposal

1. This section of the proposal shall consist of the offeror's response to the requirements of Section C herein. In this section, the offeror shall identify any exceptions it takes to the technical requirements of the RFP and all deviations from the RFP of which it requests approval.

2. Additionally, the offeror shall fill in column 6 (the portion of required service to total contract price) in the Performance Requirements Summary *Table (PRST)* at Section J, Exhibit 3, and include it in the proposal submission. *The PRST does not count toward the 55 page limitation*

In column 6, the offeror shall indicate the percentage of the total overall effort for contract work for the items identified in the corresponding solicitation paragraph number. The performance of a listed service will be accepted and paid for at the maximum payment percentage specified in this column.

3. Offerors are advised that there are four criteria of the Technical evaluation factor that will be used to evaluate proposals:

- a. Experience and Past Performance
- b. Qualifications and Management
- c. Plan of Accomplishment
- d. Phase-In Plan

4. The offeror's technical proposal must be directly responsive to each criteria of the technical evaluation factor by including the information addressed below under the paragraph entitled "Proposal Content".

5. Proposals will be considered only from offerors who are regularly established in the business relevant to the scope of work, have experience providing security services that are equivalent to that required for Level IV or Level V designated facility (refer to Section J, Attachment 2), and in the judgment of the government, are financially responsible and are able to show evidence of the reliability, ability, experience, equipment, and personnel directly employed or supervised by them to render prompt and satisfactory service. In order to assist the government in evaluating the offeror's qualifications and experience, offerors are to submit resumes for key personnel.

6. To facilitate evaluation of proposals, it is desired that all proposals follow the same general outline using, as a basis, the various components specified for each of the technical evaluation criteria listed above.

7. Proposal Content. At a minimum, the following information should be provided in the technical proposal.

(a) EXPERIENCE AND PAST PERFORMANCE

The Offeror is to identify past or current contracts (include Federal, State, and local government and private) for efforts similar to the Government's requirements. AT LEAST ONE PAST OR

CURRENT CONTRACT MUST HAVE PROVIDED SECURITY FOR FACILITY EQUIVALENT TO EITHER A LEVEL IV OR LEVEL V FACILITY (refer to Section J, Exhibit 1, Department of Justice Vulnerability Assessment for minimum security standards and application to security level of Federal facilities).

The Offeror is to provide information on problems encountered on the contracts identified above, and corrective actions taken to resolve those problems. The government shall consider this information, as well as information obtained from any other source when evaluating the offeror's past performance. Additionally, the offeror is to provide a list of any contracts terminated within the past 5 years for other than convenience of the Government. If none, so state.

(1) Provide the length of experience offeror has had in providing guard services described in paragraph B.1, along with evidence of successful performance, to include description(s) of any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the service required. Provide summary listing of work experiences along with corresponding reference information (client name & address, telephone numbers of the Contracting Officer and primary point of contact; brief description of service provided; period of performance; contract number and dollar amount). Indicate whether or not a subcontractor(s) was involved and provide a separate list of services provided by the subcontractor(s).

(2) List examples of at least three commercial or government projects successfully completed by the offeror that are similar in scope and complexity as the requirements described in Section C, to include at least one of a Level IV or V facility. Greater emphasis should be given to projects completed within the last five years. Each example should be limited to one page and include the following information:

- (i) name and address of client;
- (ii) description of work performed;
- (iii) approximate or average number of offeror's personnel assigned, by skill category;
- (iv) contract number, contract type, and period of performance, including original estimated completion date and actual completion date, with explanation for variances;
- (v) name and telephone number of the client's primary point of contact responsible for the project; and
- (vi) facility's assigned security level (I, II, III, IV, V, or equivalent designation), as defined by the US Department of Justice, Vulnerability Assessment (refer to Section J, Exhibit 1).

(3). For at least three cited projects, including a minimum of one Level IV or V, the offeror shall forward a copy of the "Past Performance Questionnaire" (refer to Section J, Attachment 6) to each client to be filled out and returned directly by the client to the IRS address shown on the

questionnaire. The questionnaires are to be returned to the IRS Contracting Officer no later than the closing date of the solicitation specified in block 9 of the Standard Form 33 (Solicitation, Offer, and Award page). Although the provision for receipt of late proposals will not be applied to receipt of the Questionnaire, the past performance information must be received by the IRS Contracting Officer in time not to disrupt the evaluation process.

The burden for providing up-to-date Contracting Officer/Project Manager information rests with the offeror. The Government will not seek out corrections to incomplete or insufficient information on behalf of offerors. Information that is not verifiable will not be considered in past performance.

In the case of an offeror without a record of relevant past performance or from whom information on past performance is not available (including information pertaining to predecessor companies, key personnel, or subcontractors that is relevant to the acquisition), the offeror will not be evaluated favorably or unfavorably on past performance.

Past performance/experience information will take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

The Government will also obtain performance information from the National Institute of Health, Contractor Performance System (NIH CPS), other customers known to the IRS and any other sources deemed appropriate.

(b) QUALIFICATIONS AND MANAGEMENT

(1) Offerors shall submit the resume of the Project Manager with its proposal. Resumes of other key personnel, other than Security Officers, shall be submitted no later than 10 days after contract award and prior to each key personnel beginning work at the MIRSC, subject to IRS acceptance of that employee. Additionally, the contractor shall submit proof of qualifications and employment suitability, as specified in paragraph C.1.7b, for proposed Security Officers within 10 days after contract award.

(2) Provide qualifications of the offeror and its key personnel that clearly describe the skills, knowledge, and ability for performing the services required by the contract. Provide qualification information for any subcontractor that will perform major or critical aspects of the requirement.

(3) Provide firm's organizational chart that clearly addresses sufficient, prompt, and active management support. *The organizational chart does not count toward the 55 page limitation.*

(4) Discuss how the home office will provide contract support, services, and controls.

(5) Provide evidence that the proposed project manager is trained and has sufficient experience in an operation of comparable size and complexity. IRS prefers, but does not require, the Project Manager to have experience in a Level IV or V facility.

(6) Provide evidence and training documentation supporting qualified explosive detection K-9 and K-9 Handlers to support 7 days per week/24 hours per day coverage of the MIRSC *and off-site facilities*.

(7) Provide a contingency plan outlining the methods the Contractor will use in meeting contract requirements for recovering from an unplanned incident or business interruption at the Memphis Internal Revenue Service Center in the following circumstances, that could include but are not limited to: catastrophic events, tornado, earthquakes, natural disasters, labor disputes, riots, strikes, and terrorist acts. This plan must be sufficient to portray a clear understanding of the potential external influences on the contract and demonstrate the procedures to be implemented to provide full contract performance.

(c) PLAN OF ACCOMPLISHMENT

The offeror should provide information demonstrating its understanding of contract requirements and explain its proposed approach for successful performance.

(1) Provide the proposed plan for acquiring qualified contract personnel sufficient to meet productive and supervisory requirements. The plan should address the anticipated number of full-time equivalent employees* (by service category); how back-up support will be provided in cases of scheduled and unscheduled absences, and how relief will be provided.

* Full-Time Equivalents. A Full-Time Equivalent (FTE) is the planned use of 2080 straight time paid hours in a twelve month contract period (to include authorized vacation, sick leave or other authorized paid time off). For example, in the case of full-time employees, one FTE is comparable to "one employee". Two part-time employees, each working 1040 straight time paid hours per twelve month contract period (including paid time off), equals one FTE.

(2) Provide the proposed plan for providing qualified personnel with technical expertise needed to meet security requirements of a Level IV or V facility; expertise needed to operate MIRSC's automated security systems' console; include plan for training replacement console operators that may be needed during the course of the contract term.

(3) Discuss how guard personnel will be selected, trained, tested, etc., to ensure personnel are physically fit, will meet agility standards needed in order to perform adequately and respond quickly to emergencies, and will otherwise meet the qualifications outlined in Section C.

(4) Discuss plan for providing guardmount, and walktime requirements.

(5) Provide the proposed Quality Control Plan, as required by paragraph C.1.9, that will be implemented and maintained to ensure proper contract performance.

(6) Discuss plan for retaining qualified contract personnel. (Note Section L, paragraph L.15). Provide anticipated personnel turn-over rate based on current and past experience. Identify contract personnel pay rates, and fringe benefits to be provided, including, any recognition or incentive programs, etc., that will be offered.

(7) Provide the completed Tables 1 and 2 from paragraph L.17.2E below, or an alternate format, as Part V of the proposal.

(d) PHASE-IN PLAN:

The offeror is to explain its plan for taking over the security of MIRSC and off-site locations as of midnight of the first day of contract start-up, and explain its plan for transition with MIRSC's incumbent guard contractor.

(1) Provide the proposed plan for beginning contract performance within the period specified in the contract award notice, to ensure continuity of security guard and related services, in accordance with FAR 52.237-3, Continuity of Services”, at MIRSC and off-site locations at time of contract start-up.

(2) Include projected schedules for acquiring the following prior to start-up:

- (1) required licenses and permits;
- (2) staffing;
- (3) equipment; and
- (4) training

C. Part III - Price Proposal

In this section, the offeror shall provide its detailed price proposal for the base period and all option periods. The price proposal shall consist three sections, the Section B, CLIN prices; the supplemental breakdown of the Section B, CLIN prices; and the pricing evaluation model (PEM).

- The first section shall consist of the proposed Section B, CLIN prices. These must be fully loaded unit prices.
- The second section shall provide a supplemental cost breakdown of the labor identified in the Section B, CLIN prices as provided for in the prescribed format as follows:

<i>Labor Category</i>	<i>Basic Wage Rate</i>	<i>Fringe Benefit</i>
	\$	\$
	\$	\$
	\$	\$
	\$	\$

- The third section shall consist of the Pricing Evaluation Model (PEM). This PEM shall be used for evaluation purposes only and shall be submitted in the format prescribed in *Section M, paragraph M.5, Price Evaluation Procedures*. The unit prices used for the PEM shall be fully traceable to the Section B, CLIN prices.

**FCCOM = Facilities Capital Cost of Money*

If certified cost and price data is later required by the Contracting Officer, certified cost data is to be submitted using Standard Form (SF) 1411, including supporting attachments prepared to satisfy the instructions and appropriate format of FAR Table 15-2, "Instructions for Submission of a Contract Pricing Proposal". The SF 1411 and instructions will be provided by the Contracting Officer.

Financial Information.

FAR 9.1 Responsible Prospective Contractors, requires a contractor to have adequate financial resources, or the ability to obtain them, to perform the contract. The offeror shall submit as part of its cost proposal, its certified financial statements for the two prior fiscal years and the current year to date. If the offeror is a partnership or joint venture, each of the companies that make up the offeror shall submit its certified financial statement for the two prior fiscal years and the current year to date. The financial statements shall include, as a minimum, Balance Sheet, Income Statement, Statement of Cash Flows, and related explanatory notes. If the offeror does not have certified financial statements, compiled or reviewed statements shall be submitted. Additionally, each offeror shall provide sources of capital, e.g., letters of credit and corporate capital infusion.

Additionally, should an offeror elect to waive any evaluation preference or adjustment, submit the appropriate waiver(s) as specified in Section I, FAR clauses 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (paragraph I.12), and/or 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (paragraph I.16).

D. Part IV - Subcontracting Plan.

THE SUBCONTRACTING PLAN REQUIREMENT DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. A sample outline of a subcontracting plan is provided at Section J, Attachment 7 for your use. Use of this outline is optional, however, plans must contain, at a minimum, all elements included in the outline.

Also, as part of the initial proposal, each large business offeror shall submit copies of *its* FY2003 SF295, Summary Subcontract Report submitted to *its* largest federal government

customer. These reports will be reviewed by the IRS Small Business Specialist to as part of the overall Subcontracting Plan review.

Ensure any subcontractors agree to submit SF 294 and SF 295.

E. Part V - Small Disadvantage Business (SDB) Participation

Offerors shall provide any targets for Small Disadvantaged Business (SDB) participation, by the contractor, including joint venture partners, and team members, and a total target for SDB participation by subcontractors. Offerors may use Tables 1 and 2 below, or use an alternate format which contains all the information requested, to list and summarize SDB firms in the targeted NAICS codes projected to be used on this contract.

TABLE 1

List of Small Disadvantaged Business Firms in Targeted NAICS Codes

<i>Category I – Prime Contractor Target NAICS SDB Credit (Applicable only if the proposed prime Contractor is an SDB in a targeted NAICS code, and the proposed prime certifies that the Price Evaluation Adjustment factor has been waived)</i>				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
<i>ABC Company 123 Main St Baltimore, MD 12345</i>			<i>\$</i>	<i>%</i>

<i>Category II – Joint Venture Partners and Team Member Proposed for Target NAICS SDB Credit</i>				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
<i>ABC Company 123 Main St Baltimore, MD 12345</i>			<i>\$</i>	<i>%</i>

<i>Category III – Subcontractors Proposed for target NAICS credit</i>				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
ABC Company 123 Main St Baltimore, MD 12345			\$	%

Note: A separate target list must be submitted for each option year of the contract.

TABLE 2

Summary Sheet for Cumulative Target NAICS SDB Data by Category

<p><i>Category I - Prime Contractor Target NAICS SDB Costs:</i></p> <p><i>Total Estimated Dollar Value of Category I Costs in Target NAICS Codes</i> \$_____</p> <p><i>% of Total Estimated Contract Costs</i> \$_____</p>	
<p><i>Category II - Joint Venture/Partnerships/Team Members Target NAICS SDB Costs:</i></p> <p><i>Total Dollar Value of Category II Costs in Target NAICS Codes</i> \$_____</p> <p><i>% of Total Estimated Contract Costs</i> \$_____</p>	
<p><i>Category III - Subcontractor(s) Target NAICS(s) SDB Costs:</i></p> <p><i>Total Dollar Value of Category III Costs in Target NAICS Codes</i> \$_____</p>	
<p><i>Total Estimated Dollar Value of Category I, Category II, and Category III costs shown above</i> \$_____</p>	

<p><i>The total of Category I, Category II, and Category III costs shown above represent _____% of total Estimated Contract Costs</i></p>	<p>_____%</p>
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Note: All Summary Data shown on this sheet must reflect data for Base Year Performance and all option years.

L.18 PROPOSAL FORMS AND OTHER REQUIRED DOCUMENTS TO BE REMOVED, COMPLETED AND RETURNED AS PART OF OFFER

1. Section A
SF-33 - Solicitation, Offer and Award
(Reference: Section L, paragraph L.17.2A)

2. Section B
Price Schedule
(Reference: Section L, paragraph L.17.2C)

3. Section G
G.1.3, Project Manager
(Reference: Section L, paragraph L.17.2A)

4. Section I
Waiver of Evaluation Preference for HUBZone Business Concerns - if applicable
(Reference: Section I, Paragraph I.12)

- Waiver of Evaluation Adjustment for Small Disadvantaged Business Concerns - if applicable
(Reference: Section I, Paragraph I.16)

5. Section K
Representations and Certifications and Other Statements Of Offerors
(Reference: Section L, paragraph L.17.2A)

6. Section L
Technical Proposal
(Reference: Section L, paragraph L.17.2B)

7. Price Proposal
(Reference: Section L, paragraph L.17.2C)

8. Subcontracting Plan - Large business offerors ONLY

(Reference: Section L, paragraph L.17.2D and Section J, Attachment 5)

*9. SDB Participation (Completed Tables 1 & 2)
(Reference Section L, paragraph L.17.2E)*

10. Solicitation amendments, if applicable, signed

Should an offeror not submit ALL documentation as specified in Section L, the Contracting Officer will recommend that the submitted proposal not be considered for evaluation.

Faxed proposals will not be accepted.

L. 19 PROPOSAL REVISIONS

Proposal revisions shall be submitted as page replacements with revised text easily identifiable, e.g., bold face print or underline. Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. Replacement pages shall be numbered and dated in the lower right hand corner of the page, and submitted in the number of copies stated in respective paragraphs.

L.20 COMPETITIVE RANGE

If discussions are to be conducted, a competitive range, including all proposals determined by the evaluation factors to have a reasonable chance of being selected for award, will be established.

For purposes of efficiency, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Those offerors whose proposals are not within the competitive range will be notified, in writing by the Contracting Officer, that their proposals are excluded from the competitive range, the basis for the exclusion, negotiations with them are not contemplated, and any revision of their proposals will not be considered.

The Government reserves the right to award without discussions.

L.21 SOURCE SELECTION APPROACH

Due to the technical complexity and risks associated with performance of the required services, the "Best Value" approach will be used in the evaluation and selection process of this acquisition.

L.22 MAILING INSTRUCTIONS

Proposals shall be forwarded to the Office of Field Procurement Operations in one of the following ways:

Regular Mail/Express Mail/Courier or Hand Carry to:

Internal Revenue Service
Office of Field Procurement Operations - SE Area
Attn: Charisse Jackson
2888 Woodcock Blvd., Suite 300, Stop 80N
Atlanta, GA 30341

[End of Provision]

L.23 IR1052-96-120 DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

[End of Provision]

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SECTION M
EVALUATION FACTORS FOR AWARD

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Section M Evaluation Factors for Award

M.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS (JUL 1990)	(JUL 1990)

M.2 BASIS FOR EVALUATION

Reference Section L, Instructions to Offerors – Competitive Acquisition, FAR 52.215-1.

Subject to the terms and conditions contained herein, the best value selection will be made to a single offeror. No proposal will be accepted that does not contain the total amount of work specified in this solicitation nor should any proposal conflict with the solicitation requirements.

The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.

Proposals which are unrealistic in terms of technical or schedule or unrealistically low in price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contract requirements and may be rejected.

The greatest overall value to the Government will be the basis of best value selection.

M.3 EVALUATION FACTORS

The Government is interested in proposals that offer value in meeting the requirements - quality performance, with acceptable risk, at a fair and reasonable price. Evaluation factors include technical and price. *Please note -- in accordance with FAR 19.1202-2, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of this contract shall be evaluated. SDB participation will be a sub-criteria of the technical criteria "Plan of*

Accomplishment” under this solicitation. In selecting the offer most advantageous to the Government, the technical evaluation factor is approximately equal to cost/price in importance to the Government.

Subcontracting Plans submitted by large business concerns, will be evaluated and deemed either "acceptable" or "unacceptable".

The criteria listed below under "Technical Evaluation Procedures" will be scored. Price will not be a scored factor but will be evaluated as described below under "Price Evaluation Procedures".

M.4 TECHNICAL EVALUATION PROCEDURES

The criteria and sub-criteria set forth below will be used in establishing qualified sources from a technical standpoint. The criteria are presented in descending order of importance. All sub-criteria are of equal importance.

- (1) Experience and Past Performance
 - Related work experience
 - Record of past performance
- (2) Qualifications and Management
 - Offeror and Key Personnel
 - Management support and controls
 - Project Manager
 - K-9 and K-9 Handler
- (3) Plan of Accomplishment
 - Apparent Understanding of Contract Requirements
 - Approach for Performance
 - Quality Control Plan
 - K-9 Explosive Detection Plan
 - *SDB Participation*
- (4) Phase-In
 - Contract Transition and Start-Up Plan

**Credit under this sub-criteria is not available to SDB concerns that receive the price evaluation adjustment authorized under FAR clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns. Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government during conduct of evaluations.*

[End of Provision]

M.5 PRICE EVALUATION PROCEDURES

Offerors are to submit unit prices for all contract line items. Price evaluation will be undertaken concurrently with the technical evaluation. Although price will not be scored it will be evaluated for each contract line item described in Section B, Price Schedule

The Government will consider the value of each proposal in terms of the quality offered for the estimated price, and the advantages or disadvantages of the proposal to the Government.

Proposal prices will be evaluated for price reasonableness with respect to the individual CLIN prices and also the total pricing evaluation model price. Price reasonableness will be determined based on a comparative price analysis using one or more of the techniques in FAR 15.404-1(b). If a comparative price analysis is not possible, a cost analysis shall be performed to determine price reasonableness using techniques in FAR 15.404-1(c). Cost or price analysis techniques shall also be used to determine whether separately priced line items are unbalanced in accordance with FAR 15.404-1(g). If an offer is determined to be unbalanced, it may be rejected.

The pricing evaluation model (PEM) below will be used for evaluation purposes only. This total PEM price will be calculated using offeror's proposed CLIN pricing and the government's estimated quantities for each contract period (base and all options). The sum of estimated totals for Base Period and all Option Periods equal the "Total Pricing Evaluation Model Price" that will be used FOR EVALUATION PURPOSES ONLY. The government does not commit to expending an amount equal to the total PEM price that is calculated based upon estimated quantities.

PRICING EVALUATION MODEL (PEM)

CLIN 0001 - Base Period (10/01/2004 - 09/30/2005)	Fully Loaded Unit Price	Estimated Quantity	Unit	Total Extended Price
Supervisory/Management				
Shift Supervisor	\$ _____ Per Month	12	Month	\$ _____
Project Manager	\$ _____ Per Month	12	Month	\$ _____
Productive Requirements:				
Security Officer (Entry/Exit Control/Roving Patrol)				
Normal Rate	\$ _____ Per Hour	65,624	Hours	\$ _____
Premium Rate	\$ _____ Per Hour	300	Hours	\$ _____
Security Officer (Console Operator)	\$ _____ Per Month	12	Month	\$ _____
Vehicles (2 ea)	\$ _____ Per Month	12	Month	\$ _____
K-9 Explosive Detection	\$ _____ Per Month	12	Month	\$ _____
TOTAL AMOUNT FOR CLIN 0001				\$ _____

CLIN 1001 - Option Period I
(10/01/2005 - 09/30-2006)

Supervisory/Management

Shift Supervisor	\$ _____ Per Month	12	Month	\$ _____
Project Manager	\$ _____ Per Month	12	Month	\$ _____

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate	\$ _____ Per Hour	65,624	Hours	\$ _____
Premium Rate	\$ _____ Per Hour	300	Hours	\$ _____

Security Officer (Console Operator)	\$ _____ Per Month	12	Month	\$ _____
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Vehicles (2 ea)	\$ _____ Per Month	12	Month	\$ _____
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K-9 Explosive Detection	\$ _____ Per Month	12	Month	\$ _____
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TOTAL AMOUNT FOR CLIN 1001				\$ _____
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CLIN 2001 - Option Period II
(10/01/2006 - 09/30/2007)

Supervisory/Management

Shift Supervisor	\$ _____ Per Month	12	Month	\$ _____
Project Manager	\$ _____ Per Month	12	Month	\$ _____

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate	\$ _____ Per Hour	65,624	Hours	\$ _____
Premium Rate	\$ _____ Per Hour	300	Hours	\$ _____

Security Officer (Console Operator)	\$ _____ Per Month	12	Month	\$ _____
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Vehicles (2 ea)	\$ _____ Per Month	12	Month	\$ _____
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K-9 Explosive Detection	\$ _____ Per Month	12	Month	\$ _____
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TOTAL AMOUNT FOR CLIN 2001				\$ _____
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CLIN 3001 - Option Period III
(10/01/2007 - 09/30/2008)

Supervisory/Management

Shift Supervisor	\$ _____ Per Month	12	Month	\$ _____
Project Manager	\$ _____ Per Month	12	Month	\$ _____

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate	\$_____	Per Hour	65,624	Hours	\$_____
Premium Rate	\$_____	Per Hour	300	Hours	\$_____

Security Officer (Console Operator)	\$_____	Per Month	12	Month	\$_____
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Vehicles (2 ea)	\$_____	Per Month	12	Month	\$_____
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K-9 Explosive Detection	\$_____	Per Month	12	Month	\$_____
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TOTAL AMOUNT FOR CLIN 3001					\$_____
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CLIN 4001 - Option Period IV**(10/01/08 - 09/30/2009)**

Supervisory/Management

Shift Supervisor	\$_____	Per Month	12	Month	\$_____
Project Manager	\$_____	Per Month	12	Month	\$_____

Productive Requirements:

Security Officer (Entry/Exit Control/Roving Patrol)

Normal Rate	\$_____	Per Hour	65,624	Hours	\$_____
Premium Rate	\$_____	Per Hour	300	Hours	\$_____

Security Officer (Console Operator)	\$_____	Per Month	12	Month	\$_____
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Vehicles (2 ea)	\$_____	Per Month	12	Month	\$_____
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K-9 Explosive Detection	\$_____	Per Month	12	Month	\$_____
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TOTAL AMOUNT FOR CLIN 4001					\$_____
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TOTAL PEM PRICE FOR CLINS 0001 THROUGH 4001 \$_____

Total prices will be calculated using offeror's proposed pricing and the government's estimated quantities for each contract period (base and all options), as listed in the Section B, Price Schedule. The sum of estimated totals for Base Period and all Option Periods equal the "Total Evaluated Contract Price" that will be used FOR EVALUATION PURPOSES ONLY. The government does not commit to expending an amount equal to the TECP that is calculated based upon estimated quantities.

NOTE: The Government will apply evaluation preference/adjustments, as appropriate, to prices submitted from those HUBZone and Small Disadvantaged Business Concerns that do not elect to

waive evaluation preference or adjustment, respectively, as specified in Section I, paragraphs I.12 and I.16 respectively.

M.6 BASIS OF AWARD

The Government intends to conduct discussions with offerors. However, the Government may make an award based on initial proposal submissions without discussions. Therefore, the offeror's initial offer should contain the offeror's best terms from both a technical and price standpoint. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Offerors must submit proposals in accordance with instructions outlined in Section L, and propose on all required contract line items/sub contract line items and satisfy all of the requirements of this solicitation. Offerors whose proposals do not meet the mandatory requirements of the solicitation shall not be considered for award.

Award will be made to that offeror whose proposal offers the best overall value to the Government. This will be determined by comparing differences in the value of the technical features with differences in the offerors' prices. In making this comparison the Government is equally concerned with obtaining superior technical features, with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher price to the Government to achieve slightly superior technical features.

Award of a contract to an offeror proposing to use a subcontractor does not constitute approval of that subcontractor.

The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

[End of Provision]

(End of Section)